

United States District Court  
District of New Jersey

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2009 NOV 30 A 10: 21

United States of America.

Plaintiff,

Civil Action No. 09-5207

v.

Answer

Philip Zoebisch

Defendant

By way of Answer to the Complaint

I respond as follows:

1. Accept jurisdiction of the court

2. Deny These 30 year old loans were repaid 25 years ago along with my other school loans. There is no principle balance or interest due.

3. Deny

A. The Certificate of Indebtedness does not reflect the amount owed. The Certificate of Indebtedness is the opinion of Peter Laroche, Loan Analyst, Litigation Support, and possibly an employee of a debt collection company that is an agent of the Department of Education of the United States of America. The document is not notarized, has no supporting documentation, and is not acceptable as evidence in a court of law.

B. Deny principle balance, interest accrued, and protest lack of payments.

C. Challenge the current interest rate.

D. Accept that ancient promissory notes were signed, but documents provided are illegible.

E. Deny the \$1,230 paid on the loan as it was achieved through force, fraud and coercion. Despite my written denial of the debt and demand for documentation of payments, balance, and interest owed, my employer at the time was threatened with a lawsuit if wages were

not garnished even though there was no judgment. He rightfully refused to enter a lawsuit at his expense for my benefit. The United States of America is liable for the force, fraud and coercion of it's agent.

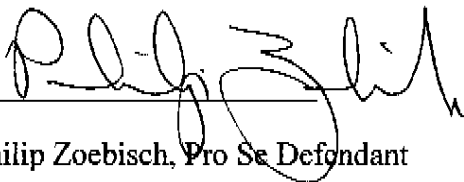
4. Deny These loans were repaid 25 years ago. My past written denial of any obligation owed and demand for documentation should have been forwarded with the file.

In addition

The United States of America prejudiced the case by not bringing this suit 25 years ago when I could have defended myself with payment documentation. Due Process cannot be lessened by eliminating the statute of limitations, the purpose of which is to preserve due process.

The United States of America has provided no documentation of payments, balance owed, or interest accrued over the past 30 years of these loans.

Wherefore, Defendant prays for Dismissal with Prejudice, no further obligation concerning these loans, and the return of the \$1,230 coerced from my paychecks.

A handwritten signature in black ink, appearing to read 'Philip Zuebisch', written over a horizontal line.

Philip Zuebisch, Pro Se Defendant

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Collingswood, NJ 08108

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cc By mail, Frank J. Martone, P.C., 1455 Broad Street, Bloomfield, NJ 07003